

**WINCHESTER REVITALIZATION COMMITTEE REGULAR MEETING  
MONROE CITY HALL COUNCIL CHAMBERS  
300 W. CROWELL STREET  
MONROE, NORTH CAROLINA 28112  
OCTOBER 2, 2025 – 3:00 PM  
AGENDA  
[www.monroenc.org](http://www.monroenc.org)**

1. Call to Order – Chair/Councilwoman Anthony
2. Welcome and Introductions Anthony
3. Approval of Minutes – August 7, 2025 Regular Meeting Anthony

**STATUS AND UPDATES:**

4. Winchester Revitalization Updates Watson
  - a) LandDesign Status/Updates Wells
    - i. Approval of change order by Land Design for the Winchester Redevelopment Initiative (Action Requested) Wells
  - b) Boundary Survey & Other Technical Document Updates Sholar
5. Winchester Avenue High School - Historical Research/Canvas Photo Design Campo
6. Brownfield’s Environmental Status/Remnant Properties Update Sholar
7. Other Business (if any) Watson
8. Adjourn Anthony

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Next Meeting: November 6, 2025 @ 3:00pm

**WINCHESTER REVITALIZATION COMMITTEE REGULAR MEETING  
MONROE CITY HALL COUNCIL CHAMBERS  
300 W. CROWELL STREET  
MONROE, NORTH CAROLINA 28112  
AUGUST 7, 2025 – 3:00 PM  
MINUTES**

The Winchester Revitalization Committee of the City of Monroe, North Carolina met in the City Hall Council Chambers located at 300 West Crowell Street in Monroe, North Carolina at 3:00pm on August 7, 2025 with Chair Surluta Anthony presiding.

Members Present: Mayor Pro Tem Surluta Anthony (Chair), Mayor Robert Burns, Council Member Julie Thompson, Eleanor McGinnis, Celestine Alsbrooks, Minnie Atwater, and Clerk Angie Carnes

Members Absent: Eric Hall

Staff: City Manager (CM) Mark Watson, Assistant City Manager (ACM) Lisa Hollowell, Assistant City Manager (ACM) Jeffrey Wells, Strategic Projects Manager (SPM) Teresa Campo (Staff Liaison), Director of Planning and Development Lisa Stiwinter, Senior Planner Keri Mendler, Planner I Patrick Blaszyk, and Grant Administrator Lisa Kerner

Visitors: None

**Item No. 1. Call to Order and Item No. 2. Welcome and Introductions.** Chair Anthony called the Winchester Revitalization Committee Meeting of August 7, 2025 to order at 3:00pm and welcomed everyone in attendance. A quorum was present.

**Item No. 3. Approval of Minutes – July 3, 2025 Regular Meeting and July 18, 2025 Special Meeting.** The Minutes from the July 3, 2025 Regular Meeting and the Minutes from the July 18, 2025 Special Meeting were presented for review and approval. Council Member Thompson made a motion to approve the July 3, 2025 Minutes and the July 18, 2025 Minutes as presented. Mayor Burns seconded the motion, which passed unanimously.

**Item No. 4. Winchester Revitalization, Design, Branding Overview and Updates.**

- a) **Land Design Status/Updates.** CM Watson introduced ACM Jeffrey Wells. ACM Wells stated there was a productive site visit with the LandDesign team on July 18 and the GIS data and pictures of the site visit would be shared later in the presentation since several

people were not able to go on the entire site visit and were interested to see all those pictures. ACM Wells shared an updated Scope of Services from LandDesign and requested feedback from the committee. The “Draft Revised Scope of Services” Memorandum from LandDesign dated August 6, 2025 is attached as Exhibit A to these Minutes. ACM Wells advised the timing was right to adjust and expand the scope as there has been a lot of progress made in the last five months and he wanted to keep up that momentum. He advised that we were in a new budget year with additional resources allocated to this project, so we could now advance to a more fully-envisioned scope of services. He advised LandDesign was proposing to expand the community engagement and utilize the community feedback along with all compiled data to this point to develop final concepts for the entire master plan area. LandDesign proposed two steering committee/stakeholder preview sessions followed by two community open house sessions and those would be in September and October and that would give some Brownfield environmental work and the Brownfield survey time to be completed. The Master Plan would position us to advance to design documents. Their anticipated timeline for completion would be December. This timeline should align fairly well with our working through the Brownfield process and then this would position us into the ability to go to final design thereafter of any of the components that we wish of this project or the entire project.

Chair Anthony advised all sounded good and the timing was right on point because the New Town reunion group was having their 10<sup>th</sup> annual anniversary on August 30 so there would be a lot of people and the Winchester Alumni Association was having their annual reunion. ACM Wells advised flyers could be developed for the community engagement session(s) coming up and those could be ready in time to be distributed at the August 30 event.

CM Watson inquired about the replacement of the culvert on Winchester. ACM Wells stated that was still moving forward. CM Watson inquired of the timing of that, and ACM Wells advised the winter.

- b) **July 18, 2025 Special Meeting Photo Presentation.** ACM Wells presented pictures and videos that LandDesign took during the July 18 site visit and advised he would forward the email with the shared file to the Clerk to forward to the committee members so they could look at the pictures and GIS data. ACM Wells advised that he would also forward the Scope of Services that LandDesign was proposing to the Clerk so she could also forward that to the committee members and asked the members to send back any feedback within the next few days and he would make sure that got incorporated into LandDesign’s new Scope of Services.

CM Watson inquired as to the timing of the boundary survey, and ACM Wells stated it had been advanced when he let them know we would like to get it sooner rather than later, so he said he would expect that by hopefully the end of August. CM Watson inquired if they would be able to especially mark the boundary with the railroad, and ACM Wells stated he would ask them to do that. CM Watson advised it needed to be clearly marked because he

and ACM Hollowell would need to contact the local government representative and make an appointment with him to come out to look at so they could talk about how we were going to work with the railroad. ACM Wells advised he would make sure Mr. Lawrence knew to mark that boundary.

Chair Anthony introduced SPM Campo, and SPM Campo introduced Keri Mendler and Patrick Blaszyk. Patrick advised he had a box of artifacts that he, Dr. Carriker, and Keri found during the visit and there were things that they were hoping would be part of the branding of the project.

Keri Mendler advised that after the site visit she discussed with SPM Campo the development of a website so that people who were not on the committee or could not attend committee meetings could keep up with what the committee was doing and what was being developed. She advised the page was still in progress and displayed a draft format. She advised the page would have committee updates, photos, and snapshots of the progress that was occurring to help keep up the momentum and allowed people not on the committee to access the information and see everything that was happening. She also advised there would be a calendar of events and meetings, and the community workshops could be added to the calendar as well. She advised that she just wanted to let the committee know they were working on that and if people asked questions, they could be directed to this webpage for updates. The committee thanked Keri for her work, and Keri indicated she was excited and wanted other people to know what was happening.

- c) **Branding/Winchester Cultural Overlay District (Outreach)**. SPM Campo updated that the branding would be incorporated in the website, it would be expanded for more information, and as the community outreach events were planned, those features would be incorporated for branding. CM Watson inquired if part of the LandDesign process from now until the end of December was the Winchester branding logo, street toppers, etc., developing the brand and that work being incorporated into the signage, street toppers and all of that, correct? ACM Wells advised yes, that was correct.

Chair Anthony questioned whether the area was historic, was it old enough to be a historic area. SPM Campo advised no, it would be a cultural district, which would just recognize the contributions of the community and it would be a local designation, but it would not be historical and then as far as the branding parts, that would be incorporated. We were not asking LandDesign to do that; it would just be a part of our outreach that we were just going to incorporate as part of those outreach parts of it to get those things added. CM Watson advised there were not enough documented structures for the age of the structures for it to be a historic ... SPM Campo advised we had some historic aged structures, but they were changed and altered so much that they were no longer contributing, so they could not count toward a historical district, but we believed that we had enough culturally to do the cultural overlay which was a local designation; it didn't get tax benefits but it did get us local recognition.

**Item No. 5. Winchester Avenue High School – Historial Plaque; Research.** SPM Campo advised the committee had talked about doing a plaque and when she went out and looked at the site, most of what she had taken back looked just like the plaque that was there already. She advised in looking through the yearbooks, she thought focusing on the actions of the people and what they did there and in the spirit of what was actually contained within those walls, that would be a great approach to take. She advised there was a lot of performing arts there with the Glee Club and the NHA which we were thinking might be a National Honor ... Chair Anthony advised it was the New Homemakers. SPM Campo advised there was a good picture of the band with movement in it, the Choral Club, the Library which brought in the arts, the music, the fine arts and the science; there was a good picture of the Drill in action, and that really spoke to what happened there. She advised there was a picture of the football team for the sports, there was an action picture where they were in play, and there was actually a girl's basketball team, and this was in 1956. Chair Anthony pointed out Christine Mann in the picture (Dr. Christine Mann Darden). SPM Campo showed a picture of an original artwork of a buffalo and the artist was not named, and there was one with the cheer, the science club, and she especially liked the school photo that looked a lot better than what she took at the library because these were from the digital archives, so they were excellent quality. CM Watson advised sometime within the last year he was in the Town of Belmont and they had a lot of pictures like this that they had on some kind of vinyl that stuck to the side of some of their historic buildings, but it was photos of what that building looked like way back maybe in the 1920s/1930s/or whenever. He advised rather than trying to recreate artwork and things like that, if we could find the source for that and then have these pictures printed on vinyl but do it like in the foyer of the gym and on the gym walls and things like that so you're looking at all the activities and the people that actually attended school there, just like they were still there. He advised it would be this giant wall and you would have the photos there and the vinyl just adhered to the wall and they would last a long time. SPM Campo advised it was doable because of the fact that these pictures were in the digital archive which made them public because they were part of the yearbooks. She advised she could bring back some things with those pictures. CM Watson advised he was also thinking the same thing could be done in the hallways of the other Winchester building and stated it would be nice if we could find some photos that were actually made in that building and put those on the walls there. Chair Anthony asked Member Atwater if she had any yearbooks and Member Atwater stated she was there but then left with her mother for a couple of years and she didn't come back until 10<sup>th</sup> grade, so she said she really didn't think she had any yearbooks but she would check around. SPM Campo advised we maybe could gather some pictures at the reunion because there were only four yearbooks that were on file and those were 1956, 1962, 1964, and 1958. SPM Campo stated she wasn't going to show the samples for the plaque because she liked the vinyl picture idea if that was the direction the committee wanted to go. Member McGinnis stated she thought that was a good idea, and Chair Anthony suggested a consensus to have vinyl-like wallcoverings of the photos instead of the plaque and everyone agreed.

**Item No. 6. Brownfields Environmental Status/Remnant Properties Update.** Chair Anthony introduced SPM Campo for an update. SPM Campo advised it was in process and with the land donation we may have to change the map to make sure we include that piece in there.

**Item No. 7. Other Business (if any).** There was no other business.

**Item No. 8. Adjourn.** There being no further business, Council Member Julie Thompson made a motion to adjourn the Winchester Revitalization Committee Meeting of August 7, 2025. Member McGinnis seconded the motion, which passed unanimously.

The meeting adjourned at 3:48pm.

\_\_\_\_\_  
Surluta Anthony, Chair

Attest:

\_\_\_\_\_  
Angie Carnes, Clerk



**MEMORANDUM**

<b>DATE</b>	August 6, 2025	<b>PROJECT #</b>	1024248
<b>PROJECT NAME</b>	Winchester Area Redevelopment		
<b>PURPOSE</b>	Draft Revised Scope of Services		
<b>SUBMITTED BY</b>	LandDesign		

This document reflects the strategy to address an expanded understanding of opportunities and the expanded study area. The expansion impacts both the overall project schedule and the community engagement strategy.

LandDesign proposes a fast-paced, “Winchester Community Visioning Month,” which engages the community as key players in the visioning process. Starting with an introduction/community listening session, followed by a preview of conceptual ideas and designs that reflect “What You Said.” The engagement would guide the design team to ideate, prioritize and finalize a Winchester Master Plan Playbook.

Each of the following action items that create the “Visioning Month” will require some level of Steering Committee involvement and guidance to ensure alignment with the community’s vision and goals. Action Items 1 and 3 are key opportunities for the Steering Committee to preview materials and provide input before they are released to the public.

**ACTION ITEM 1: STEERING COMMITTEE PREVIEW**

**Anticipated Date / Timeline:** Mid-September, 1-1.5 hour meeting. Approximately 2 weeks before Action Item 2.

**Agenda:** Virtual or in-person meeting to present the proposed greenway loop alignment, branding, and preview the materials that will be presented at Community Open House Session 1. Feedback provided by the committee will be incorporated into the concepts and exercises that will be presented to the community.

Goals for the meeting include:

- Receive direction on final deliverables
- Refine greenway alignments for community presentation
- Refine branding and logo concept(s) for community presentation
- Refine community engagement activities

**ACTION ITEM 2: COMMUNITY OPEN HOUSE SESSION 1**

**Anticipated Date / Timeline:** Late September, 3 hours in the evening at the Community Center (4-7pm or similar).

**Agenda:** In-person drop-in session at night for the community to learn more about the project and give feedback at interactive stations. Exercises will be highly graphic, engaging, and informative.

Goals for the meeting focus on sharing key findings and alternatives with the community to provide a sound basis that informs decision-making.

**Optional Meeting-In-A-Box:** *Pop-up materials for informal engagement events at churches or neighborhood gathering places, with smaller printed materials and interactive digital format.*

**Optional Youth Engagement:** *via Monroe High School*

### **ACTION ITEM 3: STAKEHOLDER DROP-IN SESSION OR STEERING COMMITTEE PREVIEW**

**Anticipated Date / Timeline:** Early October, 1-1.5 hour meeting. Approximately 1-2 weeks following Open House 1.

**Agenda:** Opportunity for staff and the committee to preview the sketched draft concepts for the redevelopment area and linear park.

Presented materials will include:

- 2-3 hand sketched concepts of the redevelopment area and linear park that have different expressions of storytelling, layout, and programming. Concepts can be tied to a logo concept, depending on feedback received during Open House 1.
- A preferred alignment for the greenway network – a primary route with a fully-separated facility, and a secondary, on-street route that creates a closed loop to Creft Park and Downtown Monroe.
- Additional precedent imagery and graphics that illustrate each concept.

### **ACTION ITEM 4: COMMUNITY OPEN HOUSE 2**

**Anticipated Date / Timeline:** Mid-October, within 2-3 weeks of Open House 1. 3-hours in the evening at the Community Center (4-7pm or similar).

**Agenda:** Second in-person community open house to share draft concepts and obtain feedback for redevelopment area and linear park, as well as the proposed greenway alignment. Feedback provided by the community will be documented and incorporated into the next phases of final master plan development.

**Online Component:** Put the 2 presented concepts into an online survey and release it the same night as the Open House. Can also include some of the questions and activities from Session 1 (Action Item 2) for additional input.

- The online survey can be open ~3-4 weeks to collect input but timing is flexible, but impacts the finalization of the Master Plan Playbook.
- We suggest including a raffle component for the online survey and potentially the Open Houses to encourage participation.
- The concepts can also be posted at the Community Center entryway for a few weeks following Session 2, with a QR code to the online survey.

### **ACTION ITEM 5: MASTER PLAN DEVELOPMENT**

**Anticipated Date / Timeline:** December, following approximately 2 months of planning and design

refinement.

**Planning + Design Focus:** Linear park and redevelopment area design advancement

**Tasks / Deliverables:** Following feedback on the design concepts (in-person and online) and confirmation of the development phasing, LandDesign will further advance the design of the linear park and redevelopment area to obtain an understanding of feasibility, cost, and scope of work required to finalize the design and identify any additional expertise required for permitting and construction documentation.

**Question for the group:**

Dates and durations are flexible and should be discussed further.

Does the suggested timeframe seem comfortable? How would you suggest adjusting it?



## STAFF REPORT

**TO:** Winchester Revitalization Committee

**VIA:** Mark Watson, City Manager

**DATE:** October 2, 2025

**FROM:** Jeff Wells, Assistant City Manager

**PREPARED BY:** Jeff Wells, Assistant City Manager

**SUBJECT:** Approval of Change Order by Land Design for the Winchester Redevelopment Initiative

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### SUMMARY STATEMENT

This past Spring, Council approved an abbreviated scope and contract for services to start renewed work on the Winchester Redevelopment Initiative. Land Design is the consulting company heading up the project.

The initial contract was an abbreviated scope of work intended to get the project initiative moving forward again. Good progress has been made since Spring 2025. Funds were included in the FY 2026 budget to expand and continue the work to date.

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### REVIEW

Staff has worked with Land Design to develop the expanded scope of services, including:

- Additional community engagement.
- Brownfield assistance. Conceptual site grading, cut/fill analysis.
- Master Plan and Playbook
  - Overview of key findings and summary of community engagement.
  - Fully illustrative master plan: development area, linear park, and greenway.
  - Concept sketches and character imagery.
  - Graphic representation of key materials, fixtures, and finishing.
  - Key recommendations for branding translated into concepts for the incorporation of historic/community themes, wayfinding, and storytelling elements.
  - Existing and proposed building opportunities narrative.
  - Horticulture study and preliminary planting design.

- Demolition, erosion control, utilities, grading and drainage studies and high-level recommendations.
- Order of magnitude cost estimate, phasing and implementation strategy.
- Preliminary discussions with jurisdictional review agencies.

The original contract was \$58,000. The revision adds \$144,000 to the contract for services.

The Winchester Redevelopment Fund (GB2001) is the established project fund. \$200,000 in funding was included in the FY 2026 budget. The project fund has an available budget of \$262,109.59. This project fund is utilized for the master planning and brownfield administration of the Winchester Redevelopment Initiative.

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### RECOMMENDATION

Staff recommends approval of the change order (revised scope and contract for services).

The recommendation will be forwarded to the General Services Committee for their review and recommendation to City Council.

Attachment:

GB2001 Project Fund – Winchester Redevelopment available budget

Revised Scope of Service

Original Agreement and Scope of Services

Return | 
 Refresh | 
 View All | 
 Excel Export | 
 Project Master | 
 Attach

**Project: GB2001 (Winchester Redevelopment)**

Budget Method: Life to Date

Expenses Paid: \$138,859.57 | Funding Received: \$543,284.00 | Cash Balance: \$404,424.43

EXPENSES      FUNDING      MILESTONES      WARNINGS

Hide Tree ()

Project Segment/String	Year to Date	Life to Date
GB2001 Winchester Redevelopment	\$29,910.63	\$138,859.57

**Project - GB2001: Winchester Redevelopment ()**

TOTALS	INVOICES	CONTRACTS	PURCHASE ORDERS
EMPLOYEE COST	GENERAL JOURNALS		

Project Segment/String Totals

	Year to Date	Life to Date
Original Budget	\$0.00	\$150,000.00
Net Transfers	\$200,000.00	\$393,284.00
Revised Budget	\$543,284.00	\$543,284.00
Actuals Paid	\$29,910.63	\$138,859.57
Pending Invoices	\$0.00	\$0.00
Encumbrances	\$141,774.84	\$142,314.84
SOY Encumbrances	\$540.00	N/A
Requisitions	\$0.00	\$0.00
Inception to SOY	\$108,948.94	N/A
Available Budget	\$262,109.59	\$262,109.59



**CHANGE ORDER**

PROJECT NAME: **Winchester Redevelopment Initiative**

CHANGE ORDER #: 1

CHANGE ORDER DATE: 8/28/2025

TO: City of Monroe  
PO BOX 69  
MONROE, NC 28211

PROJECT #: 1024248

DATE OF CONTRACT: 2/26/2025

The above referenced contract is changed as follows:

Phase	Description	Phase Amount
100	<b>Project Management and Community Engagement</b> <i>(Original Phase Total \$14,000   Revised Phase Total \$35,000)</i>	<b>\$21,000.00</b>
101	<b>Winchester Avenue Development Master Plan</b> <i>(Original Phase Total \$9,000   Revised Phase Total \$30,000)</i>	<b>\$21,000.00</b>
103	<b>Greenway Alignment Study</b> <i>(Original Phase Total 8,000   Revised Phase Total \$40,000)</i>	<b>\$32,000.00</b>
105	<b>Master Planning and Playbook</b>	<b>\$55,000.00</b>
030	<b>Brownfields Development Tasks</b> <i>Hourly Not to Exceed</i>	<b>\$15,000.00</b>

\*See attached Scope of Services.

The original contract amount for lump sum and hourly not to exceed was.....	\$58,000.00
Net change by previous change orders.....	\$0.00
Net change by this change order.....	<u>\$144,000.00</u>
Revised contract amount for lump sum and hourly not to exceed.....	<u>\$202,000.00</u>

Change order total does not include any hourly , HNTE monthly fee estimates or per unit fees, which are billed monthly as incurred.

NOT VALID UNLESS SIGNED BY ALL PARTIES

**LANDDESIGN, INC.**  
CONSULTANT

City of Monroe  
CLIENT NAME

PO Box 36959  
Address

PO BOX 69  
Address

Charlotte, NC 28236-6959

MONROE, NC 28211

Signature

Signature

BETH POOVEY, PLA for LandDesign, Inc.  
Principal

JEFFERY WELLS  
Assistant City Manager

Date

Date



**AUGUST 28, 2025**

**SCOPE OF SERVICES FOR CHANGE ORDER #1**

**WINCHESTER REDEVELOPMENT INITIATIVE**

LandDesign PN: 1024248

The following paragraphs describe the scope of work to be provided under this agreement. An expanded program and geography for the Winchester Area Development, extending from Stafford to English Street. This expansion impacts the community engagement strategy and design efforts. Based on the additional Scope of Services outlined below, Phases 100 and 101 in the original contract dated February 26, 2025 will have new Phase fee totals. Additional scope and fee to address the progression of the project into new phases of work.

Note: The Linear Park and Redevelopment Area Master Plan scopes of work were previously described in separate phases to allow them to move forward independently, but additional scope is now combined as they are on the same schedule.

**I. PROJECT MANAGEMENT AND COMMUNITY ENGAGEMENT PHASE 100**

- A. Steering Committee Preview
  - 1. Consultant will review the proposed exhibits, exercises and presentation materials planned for the Community Engagement Session 1 with the Client and Steering Committee to solicit feedback and approval. To incorporate feedback into the materials, this meeting must be held a minimum of (2) two weeks in advance of Community Engagement Session 1.
- B. Community Engagement Session 1
  - Per original contract, with the following added details:
    - 1. LandDesign will attend and facilitate an in-person community drop-in session (Open House) for the community to learn more about the project and give feedback at interactive stations. The Open House should be approximately a three (3) hour event, held in the early evening to capture feedback from people with diverse schedules. No on-line engagement will be used at this point.
- C. Steering Committee Preview
  - 1. In this preview, the Consultant will present draft concepts to the Client and Steering Committee, that have incorporated previous community input and the development of 2-3 design concepts prior to Community Open House Session 2. Feedback will be used to validate early design directions, identify red flags before Community Engagement Session 2, and begin conversations about phasing and implementation.
- D. Community Engagement Session 2
  - 1. LandDesign will attend and facilitate an in-person community open house to share draft concepts and obtain feedback for redevelopment area and linear park, as well as the proposed greenway alignment. Feedback provided by the community will be documented and incorporated into the next phases of final design deliverables. The Open House should be approximately a three (3) hour event, held in the early evening to capture feedback from people with diverse schedules. It is anticipated that this meeting will occur within 1-3 weeks following the Community Engagement Session 1.
  - 2. Online Engagement – Consultant will prepare an online platform to mirror the in-person engagement as much as practical.

**II. WINCHESTER AVENUE DEVELOPMENT MASTER PLAN PHASE 101**

Due to additional parcels, expanded geography, information regarding the brownfields site application, and project progression, the following scope clarifies additional services and additional scope items.

- A. Previous Master Plan Revision and Preparation for Community Engagement Session 1

1. The Consultant will develop a series of illustrative graphics, storyboards and interactive exhibits – with the new expanded geography and additional programming opportunities, in preparation for Community Engagement Session 1.
- B. Concept Development and Preparation for Community Engagement Session 2
  1. Develop and illustrate design concepts, including outlining how the Community Engagement Session 1 informed the design ideas and provide engaging and informative exercises to help guide an understanding of community priorities and an implementation plan/strategy. Materials and exhibits will include:
    - a. Visual summary of “You Said, We Heard” graphic(s) to illustrate how the community input is shaping design concepts,
    - b. 2-3 hand-sketched concepts of the Redevelopment Area and Linear Park that represent varying expressions of design, storytelling, and programming,
    - c. Preferred alignment for the greenway network,
    - d. Precedent imagery to help graphically communicate the design intent.

The information gathered during the Community Engagement Sessions will be documented, summarized, and graphically communicated in the final Master Plan Playbook.

- C. Steering Committee Workshop – Master Plan Refinement and Phasing
  1. The Consultant will work with Staff and the Steering Committee to identify the preferred concept design for further development as well as discuss findings and come to consensus on the phasing framework (short-term, mid-term, long-term) or different investment levels (e.g., “minimum viable park” vs. “full build-out”) to set the stage for the final Master Plan recommendation.

### **III. GREENWAY ALIGNMENT STUDY**

**PHASE 103**

- A. Feasibility Study
  1. Based on feasibility, Client and community feedback a Preferred Alignment will be determined to be studied further to refine an understanding of the feasibility, cost and steps needed to finalize the design for permitting and construction.
- B. Preparation for Community Engagement Session 2
  1. An overview of key findings from Community Engagement Session 1 will be communicated in a highly graphic and easy to digest exhibit.
  2. The findings from the Feasibility Study will be presented through an illustrative plan and cross-sections.
  3. The community will have the opportunity to help prioritize the phasing (if needed) and or amenities to be included based on the project budget.
- C. Final Master Plan Playbook
  1. The illustrative greenway alignment plan and sections, estimated cost and summary of community input will be incorporated into the Playbook.

### **IV. MASTER PLANNING AND PLAYBOOK**

**PHASE 105**

Based on the results of all of the community engagement and feedback given by the Client and Steering Committee, the Consultant will prepare a Master Plan Playbook and Presentation for adoption. The Consultant will further advance the design of the Redevelopment Area and Linear Park and to obtain an understanding of feasibility, cost, and scope of work required to finalize the design and identify any additional expertise required for permitting and construction documentation.

It is anticipated that the Master Plan Playbook will include:

- A. Overview of the key findings and summary of community engagement sessions.
- B. Fully illustrative Master Plan including the Winchester Development Area, Linear Park, and Greenway.
- C. Concept enlargements, sketches and/or sections, and character imagery.

- D. Graphic representation of key materials, fixtures, and finishings.
- E. Key recommendations for branding translated into concepts for the incorporation of historic/community themes, wayfinding and storytelling elements.
- F. Existing and proposed building opportunities narrative.
- G. Horticulture study and preliminary planting design.
- H. Lighting, demolition, erosion control, utilities, grading and drainage studies and high-level recommendations.
- I. Order of magnitude cost estimate, phasing and implementation strategy.
- J. Preliminary discussions with jurisdictional review agencies.
- K. Anticipated Date / Timeline: Approx. 2.5 months.

**V. BROWNFIELD'S DEVELOPMENT TASKS**

**PHASE 030**

LandDesign will develop conceptual site grading, associated cut/fill earthworks analysis, and participate in coordination calls with the Client's team to aid Client's Brownfield Consultant in developing strategies for the project. Development of Brownfield plan, agreement, and associated permitting to be by Client's Brownfield Consultant and are not included in this scope of services.

Client's responsibilities: Client will be responsible for securing arrangements for meeting locations, advertising, refreshments, food, and/or entertainment. Consultant will provide all meeting materials used to engage the community including digital communication graphics for advertising the meeting, sign-in sheets, interactive activities, online engagement, and summary of findings. It is anticipated that the format will be a drop-in open house to accommodate various schedules and provide opportunities for one-on-one engagement. Each project category will have various stations with an overall cohesive theme and to help provide the overall vision, and how each project supports the vision for the community's future.



FEBRUARY 26, 2025

**AGREEMENT FOR  
PROFESSIONAL SERVICES**

**WINCHESTER REDEVELOPMENT INITIATIVE**

**CITY OF MONROE**  
LandDesign PN: 1024248

This Agreement is made and entered into as of the \_\_\_\_\_ day of 2/26/2025, 20\_\_\_\_, by and between City of Monroe (the "Client") located at 300 West Crowell Street Monroe, North Carolina 28112 and LandDesign, Inc. (the "Consultant") located at 223 North Graham Street, Charlotte, North Carolina 28202.

The Client desires to retain the services of the Consultant to provide planning and design services for the Client's Winchester Redevelopment Initiative project, located in North Carolina (the "Project") pursuant to the terms and conditions herein.

**ARTICLE 1: CONSULTANT'S RESPONSIBILITIES**

1.1 Consultant shall perform its services consistent with the professional skill and care ordinarily provided by like professionals practicing in the same or similar locality under the same or similar circumstances. Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly process of the Project. Consultant does not guarantee a schedule for an approval process and will not be responsible for delays attributable to any review agency. Consultant agrees to provide complete and timely responses to any comments by any reviewing agency, to the extent that the comments relate to the Consultant's services.

1.2 Consultant shall identify a representative authorized to act on behalf of the Consultant with respect to the Project. Consultant shall use a sufficient number of competent, qualified and experienced employees in connection with carrying out its responsibilities under this Agreement.

1.3 Consultant shall reasonably cooperate with the Client's consultant(s) and shall provide said consultant(s) with such information, upon written request, as may be deemed reasonable, but only to the extent that providing the requested information does not conflict with any of the terms and conditions of this Agreement or otherwise compromise the Consultant's services. Consultant (a) shall have no responsibility for any act, error or omission arising from any service provided by any consultant retained by the Client and (b) shall not be responsible for the accuracy or completeness of any work provided by the Client's consultants. The Client shall require that its consultants be professionally licensed and be covered under professional liability insurance and shall further require that they sign and seal their own design documents where applicable.

1.4 Consultant shall employ professional care to provide its services in compliance with all applicable locale, state and federal laws, ordinances, codes, rules and regulations pertaining to its services.

**ARTICLE 2: CONSULTANT'S BASIC SCOPE OF SERVICES**

2.1 Consultant's Basic Services consist of those described in Scope of Services (the "Scope of Services"), as well as any services set forth in this Agreement. The Scope of Services are annexed hereto as Exhibit "A" and incorporated herein. All references to the Agreement shall also include all terms and conditions in the Scope of Services. For the purpose of this Agreement, any schematic design documents, construction documents and any other drawings, specifications and documents prepared by the Consultant pursuant to this Agreement shall be referred to as the

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"Consultant's Documents".

2.2 Consultant is entitled to compensation for services (if any) provided by the Consultant for the Project prior to the date of the Agreement ("Pre-Agreement Services"). Consultant shall be compensated for Pre-Agreement Services at the rate(s) set forth in this Agreement.

2.3 Consultant shall not be responsible for a Client's directive or substitution made without the Consultant's written approval.

2.4 Any service requested by the Client and/or provided by the Consultant which is not otherwise described as a Basic Service in the Agreement and/or is an Additional Service, for which the Consultant is entitled to compensation at the rates set forth in the Agreement and paid by the Client, in addition to, and in the same manner as, the compensation for the Basic Services.

2.5 Site visits, if required, are for the purpose of becoming generally familiar with the process and quality of the portion of the completed work only, and to determine, in general, if that work, when fully completed, will be in accordance with the Consultant's Documents. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work and shall not be responsible for any defect or deficiency in the work created by a contractor. The Consultant's site visits, if required, and this section of the Agreement shall be limited to completed work specified in the Consultant's Documents.

2.6 Consultant shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, nor shall the Consultant be responsible for any contractor's failure to perform its work in accordance with the requirements of the Consultant's Documents. Consultant shall not have control over or charge of, and shall not be responsible for, acts or omissions of the contractor, its subcontractors, or of any other persons or entities performing any portion of the work.

2.7 Consultant's review of any submittal, including, but not limited to, shop drawings, if required, shall be the limited purpose of checking for conformance with the design intent of the Consultant's Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems. Nor shall Consultant's review constitute approval of safety precautions or construction means, methods, techniques, sequences, or procedures. The accuracy of dimensions, quantities, installation and performance of equipment or systems, means and methods for execution shall be solely the contractor's responsibility.

2.8 Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous or toxic materials or substances in any form at the Project, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

2.9 Consultant and its subconsultants shall not be responsible for any cost or expense associated with (a) any latent defect(s) in any existing structure, or (b) any other existing conditions of the Project, or on the Project's property, which was not readily apparent or which could not have been visually verified at the start of the Project without uncovering any system or member or without utilizing other invasive or destructive means.

2.10 Consultant shall not be responsible for, amongst other things, waterproofing specifications and design, wetland delineation, evaluation, survey or permitting with the US Army Corps of Engineers, environmental assessments, easement acquisitions, soil borings and condemnation maps and exhibits. The items identified under Section 2.10 are not intended to be, nor are they, an exhaustive list of work excluded under this Agreement. Section 2.10 does not modify work which

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shall be considered Additional Services under Section 2.4.

### ARTICLE 3: CLIENT'S RESPONSIBILITIES

3.1 The Client will work cooperatively with Consultant to bring the Project to a successful conclusion, and will timely provide Consultant with all complete and accurate information regarding the Project requirements including budget, schedule and any landlord/owner or building requirements.

3.2 Client will provide all information regarding the requirements of the Project, including Client's objectives, schedule, criteria, budget and site requirements, as well as geotechnical investigation surveys to describe physical characteristics, soil capacity, legal limitations and utility locations of the Project site, to the extent necessary for the Consultant to carry out its services.

3.3 Prior to the commencement of detailed planning, the Client will provide Consultant with a complete written list of any requirements to be considered and included in the Consultant's Documents.

3.4 The Client designates Jeffrey Wells, Asst City Mgr as its representative authorized to act on the Client's behalf with respect to the Project. The Client, through its authorized representative, will examine all Consultant's Documents and other documents submitted by Consultant and render all decisions promptly to avoid unreasonable delay in the progress of the services or Project schedule.

3.5 Client will provide Consultant prompt written notice if it becomes aware of any development that affects the scope or timing of the services or observes or otherwise becomes aware of any fault or defect in the Project, deficiency in the services of Consultant or nonconformance with the contract documents and/or Consultant's Documents.

3.6 Client agrees that Consultant and its subconsultants shall have no liability arising out of any changes or substitutions from the Consultant's Documents allowed or authorized by the Client that were not previously approved in writing by Consultant.

3.7 Client will, at its own expense, retain the services of all consultants, as required by the scope of the Project, and will provide tests, inspections, and special inspections and reports required by law or by the contract documents. Consultant shall have no responsibility for errors, omissions or other deficiencies in the services of any of the Client's consultants, design professionals or design-build contractors, rendering design, engineering or related services, and Consultant shall be entitled to rely on the sufficiency, accuracy and completeness thereof and the compliance of the documents and services furnished by them with all applicable laws, codes, ordinances, rules and regulations. Consultant shall have no responsibility to review or verify any of the computations or designs provided by the Client's consultants, design professionals or design-build contractors, and Consultant's sole responsibility in connection with the service of such other consultants, design professionals or design-building contractors shall be to reasonably cooperate with the Client's consultants in accordance with Section 1.3.

3.8 To the extent allowed by North Carolina law, Client shall hold harmless the Consultant for any conflicts or changes required in design or construction resulting from discrepancies between actual field conditions and the information utilized for design unless such conflicts and changes are due to the negligence of Consultant.

3.9 Client shall be responsible for all costs associated with permit approvals and construction of the facilities designed under this Agreement.

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**ARTICLE 4: COMPENSATION & REIMBURSABLE EXPENSES**

4.1 Client's compensation and reimbursable expenses shall be paid by the Client to Consultant pursuant to the rates, payment schedule and terms set forth in the Fees, annexed hereto as Exhibit "B". Absent agreement to the contrary, billing for contracts shall be on a monthly basis. Invoices are due upon receipt. Payment not received within thirty (30) days of invoice date will be subject to a service charge in the amount of one and one-half percent (1.5%) per month. If account is not paid per the terms of this Agreement, Client agrees to reimburse and indemnify Consultant for any and all reasonable attorney fees associated with the collection of the outstanding fees from Client to the extent allowed by North Carolina law.

**ARTICLE 5: INSURANCE & INDEMNIFICATION**

5.1 Consultant shall maintain the following minimum insurance for the duration of this Agreement. Consultant represents that it will pay all associated deductibles and premiums and provide the Client with certificates evidencing such insurance coverage, upon request.

- i. General Liability insurance policy limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
- ii. Automobile Liability insurance policy limits of One Million Dollars (\$1,000,000) combined single limit.
- iii. Umbrella/Excess Liability insurance policy limits of Five Million Dollars (\$5,000,000) per occurrence and in the aggregate.
- iv. Workers' Compensation insurance policy limits of One Million Dollars (\$1,000,000) each accident, each employee and policy limit.
- v. Professional Liability insurance covering liability of Consultant arising out of its negligent acts, errors or omissions in the rendering of professional services in the amount of Three Million Dollars (\$3,000,000) per claim and in the aggregate.

5.2 The Client will procure and maintain general liability and property insurance to protect Client and its property from all risks, hazards and liabilities in the minimum amount of the initial cost of the Project's constructions, plus the value of subsequent modifications. The parties waive all rights against the other for damages to the extent covered by property insurance, except such rights they may have to the proceeds of such insurance and shall require similar waivers from their contractors and consultants.

5.3 To the fullest extent permitted by law, the Client shall indemnify and hold harmless the Consultant and its subconsultants, against all claims, actions, judgments, damages and costs, including reasonable attorneys' fees, and all their costs of defense to which they may be subjected or which they may suffer that are allegedly caused by, or arise out of, any negligent act, error or omission of the Client, or any entity or individual retained by the Client in connection with the Project.

5.4 To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the Client against all claims, actions, judgments, damages and costs, including reasonable attorneys' fees, and all their costs of defense to which they may be subjected or which they may suffer that are allegedly caused by, or arise out of, any negligent act, error or omission of the Consultant, or any entity or individual retained by the Consultant in connection with the Project.

5.5 Consultant's liability to Client for any claim, loss, or damage asserted by Client, including but not limited to liability pursuant to section 5 of the Agreement, which arises out of an alleged breach of this Agreement or any other negligent act, error, or omission of Consultant, shall not exceed the proceeds of professional liability insurance at the time of resolution of the claim.

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5.6 Neither the Client nor Consultant will have any liability to the other for any punitive, incidental or consequential damages resulting from claims, disputes or other matters arising out of or relating to this Agreement.

5.7 The indemnity provisions set forth in Sections 5.4 and 5.5 shall survive the termination of this Agreement.

5.8 It is intended by the parties to this Agreement that Consultant's services in connection with the Project shall not submit Consultant's partners, members, individual employees, or their respective heirs and assigns to any personal legal exposure for the risks associated with the Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that any claim, demand or suit arising out of or relating to the Project or the services provided under this Agreement shall be directed and/or asserted only against Consultant, and not against any of Consultant's partners, members, individual employees, or their respective heirs and assigns. The Client expressly waives any claim it has or may claim to have against any and all such individuals.

#### **ARTICLE 6: TERMINATION OR SUSPENSION**

6.1 This Agreement may be terminated by either party upon at least seven (7) days' written notice should the other party fail to substantially perform the terms of this Agreement, through no fault of the party initiating the termination. The Client's failure to make payment in accordance with this Agreement will be considered its failure to substantially perform, and cause for termination by Consultant. In the event of the Client's failure to substantially perform, Consultant may elect to suspend all of its services until the Client's failure is cured and all amounts due prior to the suspension, plus and expenses incurred on account of the interruptions and resumption of services, are fully paid. Consultant shall not be liable for any delay or damages resulting from such suspension of services.

6.2 The Client's failure to make payment in accordance with this Agreement will be considered its failure to substantially perform, and cause for termination by Consultant. In the event of the Client's failure to perform its payment obligations under this Agreement shall result in the following (at Consultant's sole election):

- i. When sums due and owing under a Consultant invoice are 60 or more days past due, any duty or obligation on the part of Consultant to submit any of Consultant's Documents to a governmental entity or other authority having jurisdiction (an "AHJ Submittal") shall cease. Client understands and agrees that Consultant shall not submit any AHJ Submittal if Client is not in compliance with its payment obligations under this Agreement.
- ii. Consultant shall endeavor to advise Client no less than two weeks prior to the deadline for an AHJ Submittal that sums due and owing to Consultant are 60 days or more past due and that the AHJ Submittal will be delayed if Client fails to meet its payment obligations prior to the deadline for the AHJ Submittal. Notwithstanding the foregoing, nothing contained within this Subsection 6.2.ii shall obligate Consultant to provide additional notice to Client of Client's failure to perform its payment obligations, other than Consultant's usual and ordinary periodic submission of invoices and account statements to Client.
- iii. When sums due and owing under a Consultant invoice are 120 or more days past due, Consultant, at its sole election, shall suspend all of its services until the Client's payment failure is cured and all amounts due prior to the suspension, plus any expenses incurred on account of the interruptions and resumption of services, are fully paid.
- iv. Consultant shall notify Client of its intent to suspend its services not later than 7 days prior to exercising its election to suspend its services pursuant to this

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- Subparagraph.
- v. In the event that Client fails to meet its payment obligations 30 days after suspension of Consultant's services, Consultant shall (at its sole election) terminate this Agreement.

6.3 Client acknowledges that the Consultant's fees set forth in this Agreement contemplate prompt commencement by Consultant of the work to which such fees relate. Accordingly, Consultant shall have the right to terminate the Agreement should Client not authorize Consultant to promptly commence and complete performance of the work to be performed by Consultant. Consultant further reserves the right to renegotiate its fees if the work is not completed within two years from the date of this Agreement.

6.4 If any portion of the Project or the services is stopped or suspended for more than thirty (30) days in the aggregate, Consultant may terminate this Agreement upon seven (7) days' written notice to the Client.

6.5 If the Client suspends the Project, Consultant shall be compensated for services performed prior to notice of such suspension. When Project is resumed, Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. Consultant's fees for the remaining services and the time schedule shall be equitably adjusted.

6.6 The Client may terminate this Agreement upon not less than seven (7) days' written notice to the Consultant for the Client's convenience and without cause.

6.7 In the event of termination of the Consultant, Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

#### **ARTICLE 7: OWNERSHIP AND USE OF DOCUMENTS**

7.1 The Consultant's Documents, including those in electronic form, prepared by Consultant and its subconsultants are for use solely with respect to this Project, Consultant and its subconsultants are the authors and owners of their respective Consultant's Documents, and retain all common law, statutory and other reserved rights, including copyrights. Consultant grants to Client a nonexclusive license to use the Consultant's Documents for the limited purposes of constructing, completing, using and maintaining the Project. Client's compliance with its payment obligations under this Agreement is a condition precedent to the existence of the non-exclusive license in the Consultant's Documents and said license shall terminate immediately in the event that Consultant suspends its services pursuant to Subsection 6.2.iii of this Agreement.

7.2 In the event this Agreement is terminated by either party, whether for convenience or for cause, the license to use the Consultant's Documents shall likewise terminate unless and until a licensing fee is paid by the Client to Consultant as compensation for Client's continued used of Consultant's Documents after termination of the Agreement.

7.3 The Client shall not use the Consultant's Documents for the completion of this Project without fully compensating Consultant pursuant to the terms of this Agreement. The Client shall not use the Consultant's Documents for future additions or alterations to this Project or for other projects unless Client obtains the prior written consent of Consultant and its subconsultants. Any unauthorized use of the Consultant's Documents shall be at the Client's sole risk and without liability to Consultant and its subconsultants and Client agrees that Consultant will not have any liability for any use of, revision to or deviation from the Consultant's Documents occurring subsequent to Consultant's completion of services under this Agreement or earlier termination in accordance with the terms of this Agreement. To the fullest extent permitted by law, the Client shall indemnify, defend and hold Consultant and its subconsultants harmless from any claims, actions, damages, judgment or expense, including reasonable attorneys' fees, resulting from or relating to

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the Client's unauthorized use or deviation from the Consultant's Documents.

7.4 Should Client, Client's consultants or contractors or their respective subconsultants or subcontractors (of whatever tier, the "Requesting Party) request to use of Consultant's electronic files for convenience in performing services or work on the Project, Consultant will provide those electronic files within a reasonable time of receipt of an "Electronic Files Release Agreement" executed by the Requesting Party.

**ARTICLE 8: MISCELLANEOUS PROVISIONS**

8.1 This Agreement, together with the Scope of Services, annexed hereto as Exhibit "A", and with the Fees, annexed hereto as Exhibit "B", represents the entire and integrated agreement between Client and Consultant, supersedes all prior negotiations, representations or agreements (either oral or written) between Client and Consultant and may be amended only by written instrument signed both Client and Consultant.

8.2 Consultant shall have the right to photograph, publicize or promote its relationship to the Project and to include representations of its design of the Project among Consultant's promotional and professional materials.

8.3 Neither party shall assign this Agreement or any part hereof without prior written consent of the other party, which approval shall not relieve the assigning party from any of its obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns to the parties hereto.

8.4 This Agreement shall be governed by, and construed in accordance with the law of the State of North Carolina, United States of America.

8.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the Client or Consultant.

8.6 Any notice required or permitted to be given under this Agreement shall be in writing and shall be delivered in person or deposited in the United States mail, first-class certified or registered mail, postage pre-paid, return receipt requested, addressed as follows (or to such other address or individual as either party may specify from time to time by written notice in the manner provided in this section).

a. If to Consultant, addressed to:

LandDesign, Inc.  
PO Box 36959  
Charlotte, NC 28236  
223 N. Graham Street (28202)

b. If to Client, addressed to:

City of Monroe  
PO Box 69  
Monroe, NC 28111  
300 West Crowell Street (28112)

8.7 Client and Consultant agree that any dispute arising from this Agreement shall be brought in the appropriate State or Federal Court located in the State of North Carolina, which shall have exclusive jurisdiction of said dispute.

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8.8 In the event any provision of this Agreement if found to be legally unenforceable, such unenforceability shall not prevent the enforcement of any other provision.

8.9 In the event either party is required to enforce this Agreement, in court or otherwise, the prevailing party shall be entitled to recovery of its attorneys' fees and costs.

8.10 E-Verify Requirement. The Consultant shall comply with the requirements of Article 2 Chapter 64 of the General Statutes. Further, if the Consultant utilizes a Subconsultant, the Consultant shall require the Subconsultant to comply with the requirements of Article 2 Chapter 64 of the General Statutes.

This Agreement was entered into as of the day and year first written above.

LANDDESIGN, INC. <sup>Signed by:</sup>  
BY: Richard Petersheim DATE: 2/26/2025  
Richard Petersheim, PLA for LandDesign, Inc.  
Partner

CITY OF MONROE  
BY: William M. Watson DATE: 3/6/2025  
Mark Watson  
City Manager

This Instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act

Joe Steward 3/5/2025

**EXHIBIT A**

**SCOPE OF SERVICES**

**GENERAL SCOPE OF SERVICES / PROJECT OVERVIEW**

The scope of work is for two geographical areas, community branding and wayfinding study and community engagement all within the Winchester Community. It is intended that a holistic approach is taken to develop a cohesive vision, guided with community input. The overall community-based vision will guide design decisions and improvements for the three projects. The design and planning efforts have been broken out into three main projects:

- Winchester Area Development and Linear Park Design
- Greenway Alignment and Feasibility Study
- Branding and Wayfinding Study

**I. PROJECT MANAGEMENT AND COMMUNITY ENGAGEMENT PHASE 100**

It is intended that the community outreach and project coordination is coordinated and happens simultaneously to also ensure a cohesive approach to the vision and community input. Consultant will work with the Client Project Manager

**A. Project Schedule** – Consultant will provide a schedule with key milestones and deliverables. The scope is based on a 4-month duration.

**B. Community Engagement** – Consultant will work with the Client and project ambassador, City Council Member, Surluta Anthony, to refine the community engagement strategy. It is intended that there will be one community engagement session within this scope and that session will offer an in-person and supplemental on-line engagement opportunity.

Client will be responsible for securing arrangements for the meeting location, advertising, refreshments, food, and/or entertainment. Consultant will provide all meeting materials used to engage the community including digital communication graphics for advertising the meeting, sign-in sheets, interactive activities, on-line engagement, and summary of findings. It is anticipated that the format will be a drop-in open house to accommodate various schedules and provide opportunities for one-on-one engagement. Each project category will have various stations with an overall cohesive theme and to help provide the overall vision, and how each project supports the vision for the community's future

The following scope outlines the overall intent and purpose for the engagement session. The anticipated individual engagement materials are outlined in more detail in the individual project scope descriptions.

1. **Community Engagement Session 1** – The community engagement session's purpose will focus on sharing key findings and alternatives with the community to provide a sound basis to inform decision-making. Exercises will be highly graphic, engaging and informative. The on-line engagement will mirror the in-person exercises as closely as possible.
  2. **Stakeholder Interviews** – Consultant will hold up to (2) two stakeholder interviews, either virtually or during a connective period. The Client and Project Ambassador will identify the stakeholders or stakeholder groups and arrange for the meeting location.
- C. Client Coordination Meetings** – Based on a 4-month duration assumption, Consultant and Client will meet bi-weekly virtually to coordinate on progress, tasks and the schedule as needed, with up to four (4) in-person Client coordination meetings.

**II. WINCHESTER AREA DEVELOPMENT MASTER PLAN PHASE 101**

**A. Area Defined** – The Winchester Area Development project area has three subareas:

1. The Linear Park/Trail of History
2. The Community-Focused Retail Park and "Roundhouse"

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3. The Community-Focused Industrial Park.

NOTE: The corner parcel along Charles Street is planned for a future, traditional retail development and not included in this scope of services.

B. **Stakeholder Interview** – Consultant shall attend a kick-off stakeholder meeting to align the program, vision, and goals of the overall Winchester Area design:

1. Identify and confirm the key program components of the Winchester Development Area.
2. Identify the desired acreage and site placement of the three subareas in relation to the overall project footprint.
3. Identify and confirm the limits of the proposed linear park for further design advancement.

C. **Master Plan Revision** – Consultant shall revise the current Winchester Area Development Master Plan to reflect the revised site programming and the desires of the community and the City of Monroe. Consultant will develop up to two concepts that will present contrasting ways of orienting and characterizing the Winchester Redevelopment and Linear Park. Deliverables will include two concept level illustrative master plans and character imagery to reflect the design intent for the overall project and the specific design of the linear park/trail of history.

D. **Community Engagement Session 1** – Consultant will prepare all necessary maps, illustrations and imagery to successfully gather information required for the design and documentation of the Master Plan and Linear Park:

1. Provide illustrative revised concept(s), supported by precedent imagery and textual descriptions. Exercises will be designed to creatively and meaningfully gather community feedback.
2. The revised concepts will highlight the variety of park "elements" for the community to compare and contrast to help determine community preferences for amenities and overall design character.
3. Opportunities to incorporate the history and character in the park will be explored in the concepts, as well as an exercise for the community to share their ideas.

III. **LINEAR PARK DESIGN ADVANCEMENT**

**PHASE 102**

A. **Scope Defined** – Following the Master Plan revision and confirmation of development phasing, the design of the linear park will be studied further to refine an understanding of the feasibility, cost and steps needed to finalize the design and Consultant team required for permitting and construction documentation.

B. **Documentation** – Consultant will deliver design drawings that will generally include:

1. Preliminary studies for demolition, erosion control, utility, grading, and drainage.
2. Preliminary lighting concepts and layout, including pedestrian safety and supplemental lighting fixtures.
3. Graphic representation of all park materials, fixtures, and finishing of the linear park.
4. Preliminary trail of history concepts to help initiate and frame future discussions for art installations.
5. Preliminary planting design concepts

C. **Preliminary Utility and Jurisdictional Due Diligence** – Consultant shall coordinate with local jurisdictional review agencies to confirm compliance of linear park design.

D. **Unit Cost Estimate** – Consultant shall provide an order of magnitude cost estimate, delivered in unit cost format. The estimate will be used to set the project budget.

IV. **GREENWAY ALIGNMENT STUDY**

**PHASE 103**

A. **Project Limits** – The Bearskin Creek Greenway will be extended from Creft Park to Winchester Avenue Community Facility Center.

- B. **Alternatives Alignment** – Utilizing available GIS data and Client provided digital data, Consultant will study alternative alignments to connect the two park facilities. Each alignment alternative will be analyzed based on the following Client identified criteria: utilizing existing public right-of-way, available properties for potential right-of-way acquisition, DOT restrictions, cost, and safety.
- C. **Community Engagement Session 1** – Review the alignment alternatives in plan and section, with an overview of describing the opportunities and constraints for each alternative in relation to the criteria described above. Community feedback will help determine the preferred alignment that will move forward into a future Feasibility Study.

**V. COMMUNITY BRANDING AND WAYFINDING STUDY**

**PHASE 104**

- A. **Scope Defined** – This scope of work outlines the process for creating a place-centered brand that embodies the vision and values of the Winchester community, guided by input from key stakeholders. The brand will serve as a connecting visual thread across various project elements, including open spaces, greenways, linear parks, economic development hubs, and signage/wayfinding. Consultant’s process emphasizes collaboration and community engagement to ensure the final design authentically reflects and resonates with the community.
- B. **Preliminary Research** – Research on local history, existing branding efforts, surrounding land uses and geographies, and community differentiators will be conducted to inform the branding process. Additionally, research will be done on parks and open space precedents with strong branding to present as case studies. The case studies will focus on places which successfully integrate branding into placemaking features such as signage, wayfinding, public art and educational/interpretive elements
- C. **Stakeholder Interview**
  - 1. Focus on establishing goals, vision, and key themes for the community brand and logo. As part of this meeting, a survey exercise and discussion questions will be conducted to gather input from participants.
  - 2. Case studies compiled in Task B “Preliminary Research” will be presented to gather feedback from the stakeholders and community as to the types of placemaking features to incorporate into the project design.
- D. **Brand Refinement** – Based on feedback from the committee, Consultant will present a revised logo concept for review. Consultant will provide one round of revisions for the selected concept to ensure alignment with key stakeholders.
- E. **Community Engagement Session 1**
  - 1. A visual summary of findings from the kickoff survey exercise will be shared during this meeting to align feedback with community input.
  - 2. Consultant will develop and present between 2-3 initial logo concept directions informed by findings from the first engagement session. The logo concepts will include colors, materials, patterns and other imagery that reinforce the vision for Winchester.

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## **EXCLUSIONS**

### **SERVICES PROVIDED BY OTHERS**

1. Contract assumes fees for one (1) community engagement and two (2) stakeholder interview sessions. Additional community engagement may require a change of services contract.
2. Client will coordinate and secure the meeting location, facilities and notification, as well as any meeting expenses.
3. LEED, other certifications of sustainability, energy use, or embodied carbon assessments.
4. Geotechnical testing and reports.
5. ADA analysis and assessment is understood to be provided as necessary under Consultant's contract.
6. Documentation of as-built or existing conditions.
7. Value engineering to reduce costs following approval of the construction documents.
8. Design of site features or specialty fabrications except as outlined in this proposal.
9. Preparation of entitlement submittal package(s) for City/AHJ for approvals.
10. Architectural design services

### **EXCLUDED SERVICES**

1. Traffic impact studies.
2. Irrigation plans, design, and permitting to be assumed as delegated design.
3. Geotechnical engineering. Geotechnical report addressing the recommended pavement design, under drain requirements, seasonal high groundwater table, soil testing, etc.
4. Brownfield and environmental permitting.
5. Survey services.
6. Vertical utility soft digs.
7. Easement agreements/acquisition documents.
8. Signalization design/coordination.
9. Permitting revisions to any approved permits due to plan changes.
10. Changes in Scope of Services.
11. Changes to plan drawings after submittal for jurisdictional review.
12. Materials testing services.
13. Arborist services except as noted in the scope of services above.
14. Construction engineering and inspection (CEI) services.
15. Special inspections.
16. NDPED records for erosion control observations, if required.
17. Water and sewer connection fees.
18. Water system and sewer system development fees.
19. Water feature design consultant.
20. REVIT modeling.
21. Changes required due to contractor errors during construction.
22. 100+1 flood studies, including CLOMR/LOMR.
23. Traffic control plans.
24. Traffic signal design and permitting.
25. Utility pole relocations.

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**EXHIBIT B**

**FEES**

**COMPENSATION SUMMARY**

<u>DESCRIPTION</u>	<u>PHASE (S)</u>	<u>FEE</u>
Project Management and Community Engagement	100	\$14,000
Winchester Avenue Development Master Plan	101	\$9,000
Linear Park Design Advancement	102	\$15,000
Greenway Alignment Study	103	\$8,000
Community Branding and Wayfinding Study	104	\$12,000

**HOURLY RATES**

Partner	\$200.00 - \$320.00/Hour	Construction Administration Manager	\$100.00 - \$150.00/Hour
Principal	\$190.00 - \$290.00/Hour	Survey Manager	\$130.00 - \$220.00/Hour
Director	\$150.00 - \$280.00/Hour	Professional Surveyor	\$120.00 - \$210.00/Hour
Studio Leader	\$130.00 - \$260.00/Hour	Field Survey Party	\$180.00 - \$240.00/Hour
Senior Designer	\$120.00 - \$220.00/Hour	Survey CAD Technician	\$ 80.00 - \$200.00/Hour
Designer	\$ 80.00 - \$200.00/Hour	Project Assistant	\$ 60.00 - \$ 90.00/Hour

All billing rates are subject to periodic adjustments at the discretion of Consultant.

**REIMBURSABLE EXPENSES**

Expenses incurred by Consultant in the interest of the Project shall be reimbursable and billed at Consultant's direct costs. Reimbursable expenses shall include, but not be limited to, all shipping and mailing costs, courier services, travel, supplies, printing, and photographic reproductions.